

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

**CV 10 4725**

KLIGER-WEISS INFOSYSTEMS, INC. D/B/A KWI,

Index No.:

Plaintiff,

**VERIFIED COMPLAINT**

-against-

BCSR, LLC

Defendant

**WEXLER, J.  
TOMLINSON, M**

**FILED**  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.  
OCT 14 2010

Plaintiff, complaining of the Defendants, by and through their attorneys, the LAW OFFICES OF DANIEL

M. TANENBAUM, for its complaint, upon information and belief, alleges as follows:

1. Plaintiff, KLIGER-WEISS INFOSYSTEMS, INC. D/B/A KWI, (hereinafter "KWI") is a domestic business corporation existing under the laws of the State of New York duly authorized to conduct business in the State of New York, with its principal place of business in Port Washington, New York.
2. Upon information and belief and at all times hereinafter mentioned, the Defendant, BCSR LLC, was and still is a Pennsylvania business corporation having its principal place of business at 1345 Enterprise Drive, Westchester, Pennsylvania 19380.

**JURISDICTION AND VENUE**

3. At all times hereinafter mentioned, Plaintiff was and still is an entity licensed to do business in the State of New York and has its primary place of business in the County of Nassau.
4. Upon information and belief, at all times hereinafter mentioned, Defendant, was and still is a corporation believed to be organized and licensed under the laws of the Pennsylvania.
5. The matter in controversy exceeds, exclusive of interest and costs, the sum of seventy-five thousand dollars.
6. This Court has jurisdiction over this matter pursuant to 28 U.S.C. Section 1332 based upon the diversity of citizenship of the parties and the amount in controversy.
7. The Plaintiff maintains its business in the Eastern District of New York and therefore venue is properly placed in the United States District Court for the Eastern District of New York.

**AS AND FOR A FIRST CAUSE OF ACTION**

8. That Plaintiff entered into an agreement to provide computerized cash registers and management

information services to the Defendant pursuant to an agreement dated June 16, 2009.

9. That the agreement was made and agreed to by JOHN R. PANICHELLO, the President and Chief Executive Officer of the Defendant, BCSR LLC.
10. Defendant has not paid Plaintiff KWI for goods and services rendered, in breach of the agreement, despite being invoiced for same.
11. To date, the Defendant has not contacted the Plaintiff, nor have they submitted payment for the overdue balance.
12. As a result, Plaintiff has been damaged in the sum of \$151, 200.00 and has been compelled or will be compelled to incur legal fees, the exact amount to be proven at trial plus interest, costs and disbursements of this action.

**AS AND FOR A SECOND CAUSE OF ACTION**

13. Plaintiff repeats, reiterates and realleges the information contained in paragraphs 1 through 12 above as if more fully set forth herein.
14. That Defendant wrongfully used Plaintiff's software without a license, though they proclaimed to have procured said license.
15. That Defendant never produced paperwork proving it had license to use the software and it has been determined that said license was never procured.
16. As a result of Defendants unlicensed and wrongful use of the software, Plaintiff KWI has been damaged in the amount of \$43,386.00.

**WHEREFORE**, Plaintiff demands judgment against the Defendant on the first and second causes of action, in the amount of not less than \$194,586.00 the exact amount to be proven at trial, and for attorneys fees in an amount to be determined at trial, together with costs and disbursements herein, and such other, further and different relief as to this Court may seem just and proper.

Dated: Port Washington, New York  
October 8, 2010

Yours, etc.,

LAW OFFICES OF  
DANIEL M. TANENBAUM  
Attorneys for Plaintiff  
1 Channel Drive  
Port Washington, New York  
(516) 829-4620

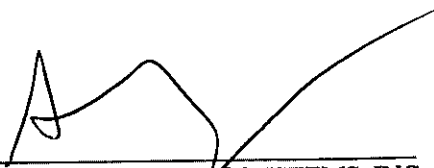
**VERIFICATION**

STATE OF NEW YORK :  
COUNTY OF NASSAU : s.s.:

The undersigned, being duly sworn deposes and says:

That I am President of the Plaintiff in this matter. I have read the within **SUMMONS and VERIFIED COMPLAINT** and know the contents thereof to be true to your affiant's own knowledge, with the exception of those matters therein stated to be alleged upon information and belief and, as to those matters, your affiant believes them to be true.

Dated: Port Washington, New York

  
\_\_\_\_\_  
KLIGER-WEISS INFOSYSTEMS, INC.  
By:

Sworn to before me this  
11<sup>th</sup> day of October, 2010.

  
\_\_\_\_\_  
Notary Public

DANIEL M. TANENBAUM  
Notary Public, State of New York  
No. 31-4783191  
Qualified in New York County  
Commission Expires ~~March 30, 2012~~ Sept 2013  
Sept